

**RESOLUTION NO. R-2018-37**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF  
AN INVEST IN COOK/CONNECTING COOK COUNTY GRANT  
FOR FISCAL YEAR 2018 IN THE AMOUNT OF \$200,000 AND  
EXECUTION OF A RELATED INTERGOVERNMENTAL AGREEMENT  
WITH COOK COUNTY FOR PHASE I ENGINEERING SERVICES**

**(19<sup>TH</sup> AVENUE IMPROVEMENT PROJECT: MADISON STREET TO ST. CHARLES ROAD)**

**WHEREAS**, the Department of Transportation and Highways of County of Cook, Illinois ("CCDOT") has approved and awarded the Village of Maywood an Invest in Cook/Connecting Cook County Grant for Fiscal Year 2018 in the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) (the "Grant Funds"); and

**WHEREAS**, the Grant Funds will fund Phase I engineering services for the Village's 19th Avenue Improvement Project from Madison Street to St. Charles Road (the "Project"). The Project will include, but is not limited to, utility review, lighting analysis, accident analysis, pavement section design, plan and profile design, preparation of drainage, environmental survey and traffic staging/detour reports, coordination of meetings and completion of the final Project Development Report ("PDR"); and

**WHEREAS**, the Village President and Board of Trustees of the Village of Maywood (the "Village") desire to accept the Grant Funds and to enter into an agreement entitled "Intergovernmental Agreement" with Cook County, acting by and through its CCDOT, relative to the receipt of the Grant Funds (the "Agreement"), a copy of which is attached hereto as Exhibit "1" and made a part hereof; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached Agreement (Exhibit "1") pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and find that entering into the Agreement is in the best interests of the Village, its residents, property owners, local businesses and the public.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** The Village President and Board of Trustees accept the Invest in Cook/Connecting Cook County Grant for Fiscal Year 2018 in the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00), and authorize the execution of an agreement entitled "Intergovernmental Agreement" with Cook County, acting by and through its Department of Transportation and Highways ("CCDOT"), (the "Agreement") relative to receipt of the Grant Funds, a copy of which is attached hereto as Exhibit "A" and made a part hereof. The Village President and Village Clerk, or their designees, are directed and authorized to execute the Agreement, and to execute and deliver all other instruments,

payments and documents that are necessary in order to receive said Grant Funds or to fulfill the Village's obligations under the Agreement.

**SECTION 3:** The President and Board of Trustees of the Village of Maywood further authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including the Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Agreement. In addition, the Village Board authorizes and directs the President and Clerk, or their designees, to execute any updated version of the attached Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

**SECTION 4:** This Resolution shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

**ADOPTED** this 21<sup>st</sup> day of August, 2018 pursuant to a roll call vote as follows:

**AYES:** Mayor Perkins, Trustee(s) H. Yarbrough, I. Brandon, A. Sanchez, K. Wellington, M. Lightford and R. Rivers

**NAYS:** None

**ABSENT:** None

**APPROVED** by me as Village President, and attested by the Village Clerk, on the 22<sup>nd</sup> day of August, 2018.

\_\_\_\_\_  
Edwenna Perkins, Village President

**ATTEST:**

\_\_\_\_\_  
Viola Mims, Village Clerk

This Resolution was published by me in pamphlet form on the 22<sup>nd</sup> day of August, 2018.

\_\_\_\_\_  
Viola Mims, Village Clerk

**Exhibit "1"**

**Intergovernmental Agreement**

**(Invest In Cook/Connecting Cook County Grant for Fiscal Year 2018)**

(attached)



## INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (the "AGREEMENT") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the COUNTY OF COOK (the "COUNTY"), a body corporate and politic of the State of Illinois, acting by and through its DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (the "DEPARTMENT"), and the VILLAGE OF MAYWOOD (the "GRANTEE" or "VILLAGE"), a municipal corporation of the State of Illinois. The COUNTY and GRANTEE are sometimes referred to herein collectively as the "PARTIES."

### RECITALS

**WHEREAS**, the Chicago metropolitan area is the freight center of North America and a transportation hub for the nation with 266,000 companies and 3.8 million jobs; and

**WHEREAS**, the transportation infrastructure that was an essential element in the development of our regional economy needs to be maintained, updated, expanded, and improved in order for us to remain competitive and grow; and

**WHEREAS**, *Connecting Cook County*, the COUNTY's first long range transportation plan (LRTP) in 75 years, takes stock of our transportation assets, deficiencies and future needs; measures them against the community and economic opportunities that transportation can facilitate; and outlines a new direction and a more expansive role for the COUNTY in funding and collaborating on projects across jurisdictional boundaries and in achieving greater integration of the system across all transportation modes; and

**WHEREAS**, the LRTP identifies five key priorities: (1) prioritize transit and other transportation alternatives; (2) support the region's role as North America's freight capital; (3) promote equal access to opportunities; (4) maintain and modernize existing transportation facilities; and (5) increase investments in transportation; and

**WHEREAS**, Invest in Cook, an annual initiative of *Connecting Cook County*, gives local and regional governments and private partners the opportunity to apply for up to \$8.5 million in transportation funds to cover the cost of planning and feasibility studies, engineering and construction of improvements that implement and advance the priorities set forth in the LRTP; and

**WHEREAS**, the DEPARTMENT selected 34 projects as part of the COUNTY's FY2018 Invest in Cook grant program, including transit improvements, cycling and pedestrian enhancements, traditional roadway repair and freight enhancements; and

**WHEREAS**, the COUNTY's investment of \$7.0 million leveraged an additional \$26.8 million in federal, State and local funds; and

**WHEREAS**, the commitment of COUNTY transportation resources will enable \$33.8 million in project activity across all phases to get underway in the coming year; and

**WHEREAS**, on July 25, 2018, the COUNTY informed the VILLAGE that it had been selected for participation in the FY2018 Invest in Cook program; and

**WHEREAS**, the COUNTY has agreed to award the VILLAGE up to \$200,000.00 of Invest in Cook funds toward the cost of Phase I engineering for the VILLAGE's 19th Avenue Improvement from Madison Street to St. Charles Road project (the "PROJECT"), herein designated as COUNTY section number 18-IICRD-07-ES MFT; and

**WHEREAS**, Phase I engineering for the PROJECT will include, but not be limited to, utility review, lighting analysis, accident analysis, pavement section design, plan and profile design, preparation of drainage, environmental survey and traffic staging/detour reports, coordination meetings and completion of the final Project Development Report (PDR); and

**WHEREAS**, the PROJECT implements the goals of the LRTP to

- prioritize transit and other transportation alternatives by providing new bicycle facilities where none had existed;
- promote equal access to opportunities by creating or retaining jobs accessible to low- and moderate-income persons; and
- maintain and modernize existing transportation infrastructure by repairing a facility that is currently in poor condition; and

**WHEREAS**, a map showing the PROJECT limits is incorporated into this AGREEMENT and attached hereto as EXHIBIT A; and

**WHEREAS**, the PARTIES by this instrument desire to determine and establish their respective responsibilities toward Phase I engineering, funding and reporting of the PROJECT; and

**WHEREAS**, the COUNTY by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 *et seq.*, and the Illinois Highway Code, 605 ILCS 5/1-101 *et seq.*, is authorized to enter into this AGREEMENT; and

**WHEREAS**, the VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, is authorized to enter into this AGREEMENT; and

**WHEREAS**, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized under Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**NOW, THEREFORE**, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

**I. PHASE I ENGINEERING STUDY**

- A. The GRANTEE shall enter into a contract with a qualified consultant to complete a Phase I engineering study for the PROJECT.
- B. Prior to execution, the COUNTY shall review the contract for conformance with the executed AGREEMENT.
- C. The GRANTEE shall forward a copy of the contract to the COUNTY no later than 14 calendar days after execution.
- D. Upon request by the COUNTY, the GRANTEE shall provide the COUNTY with copies of all deliverables produced by the consultant and submitted to the GRANTEE, including, but not limited to, any and all surveys, studies, reports, charts, maps, drawings, agreements, data, plans, specifications, estimates, plats, permits and special provisions.
- E. The GRANTEE and/or its consultant shall coordinate and conduct any public meetings or hearings required by the Illinois Department of Transportation (IDOT) as part of the Phase I engineering study.
- F. The GRANTEE and/or its consultant shall provide IDOT with any and all documents necessary to secure IDOT approval of the PDR for the PROJECT. Upon completion, the GRANTEE shall provide the COUNTY with one paper copy and an electronic copy of the final PDR.
- G. The GRANTEE agrees to assume overall responsibility for the PROJECT, including ensuring that all required permits and joint participation and/or force account agreements are secured in support of the general PROJECT schedules and deadlines.
- H. The COUNTY shall grant and consent to any and all permits, rights of access (ingress or egress), and temporary use of its property within the PROJECT limits to the GRANTEE and/or its agents, without charge of permit fees to the GRANTEE. Any permit for rights of access and/or temporary use of any of the COUNTY's property shall not be unreasonably withheld by the COUNTY.

- I. All submittals required under this section of the AGREEMENT shall be directed to the Bureau Chief of Project Development, Cook County Department of Transportation and Highways, by electronic mail delivery to [Tara.Orbon@cookcountyil.gov](mailto:Tara.Orbon@cookcountyil.gov).

## II. FINANCES

- A. It is agreed by the PARTIES that the total estimated cost of the Phase I engineering study for the PROJECT is \$200,000.00.
- B. The GRANTEE agrees to pay all actual PROJECT-related costs, including, but not limited to, the cost of the Phase I engineering study, subject to reimbursement by the COUNTY as hereinafter stipulated.
- C. The COUNTY agrees to reimburse the GRANTEE up to \$200,000.00 toward the cost of the Phase I engineering study, in accordance with the approved PROJECT budget, which is incorporated into this AGREEMENT and attached hereto as EXHIBIT B.
- D. It is understood and agreed to by the PARTIES that the COUNTY will not reimburse the GRANTEE for any expenditures that are:
  1. contrary to the provisions of this AGREEMENT;
  2. not directly for completing the Phase I engineering study for the PROJECT;
  3. of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;
  4. incurred without the consent of the COUNTY after written notice of the suspension or termination of any or all of the COUNTY's obligations under this AGREEMENT; or
  5. in excess of the amount set forth in Section II (C) of this AGREEMENT.
- E. The COUNTY agrees that upon award of the Phase I engineering contract and receipt of an invoice from the GRANTEE, the COUNTY will make an advance payment to the GRANTEE in the amount of \$70,000.00. This amount represents 35% of the COUNTY's total obligation incurred under this AGREEMENT. After these initial funds have been expended by the GRANTEE, the GRANTEE shall provide the COUNTY with the following documents related to the advance payment in order to be eligible to receive additional funding from the COUNTY:

1. a cover letter addressed to the Bureau Chief of Project Development, which includes the name of the PROJECT and its associated section number;
  2. a copy of the cancelled check(s) paid to the consultant(s) (or a copy of the associated bank ledger reflecting the payment(s)), or a letter from the consultant(s) confirming payment was received for the service(s) rendered; and
  3. a copy of the associated invoice(s) submitted by the consultant(s) for the service(s) rendered.
- F. The COUNTY will pay the GRANTEE the balance of its obligation incurred under this AGREEMENT as additional funds are expended by the GRANTEE. The GRANTEE may seek reimbursement from the COUNTY no more frequently than on a monthly basis. In order to receive reimbursement from the COUNTY, the GRANTEE must provide the COUNTY with the following:
1. a cover letter addressed to the Bureau Chief of Project Development;
  2. an invoice requesting payment, which includes the name of the PROJECT and its associated section number;
  3. a copy of the cancelled check(s) paid to the consultant(s) (or a copy of the associated bank ledger reflecting the payment(s)), or a letter from the consultant(s) confirming payment was received for the service(s) rendered; and
  4. a copy of the associated invoice(s) submitted by the consultant(s) for the service(s) rendered.
- G. If the documentation submitted by the GRANTEE for reimbursement is deemed by the COUNTY as not sufficiently documenting the work completed, the COUNTY may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this AGREEMENT.
- H. It is further agreed by the PARTIES that notwithstanding the estimated or actual cost of the Phase I engineering study for the PROJECT, the COUNTY's financial responsibility pursuant to this AGREEMENT shall not exceed \$200,000.00.
- I. Either PARTY may request, after the Phase I engineering contract is let by the GRANTEE, that supplemental work that increases the total cost of Phase I engineering study or costlier substitute work be added to the contract. The



GRANTEE will cause said supplemental work or such substitute work to be added to the contract, provided that said work will not unreasonably delay the PROJECT schedule. Whichever of the PARTIES requesting or causing said supplemental work or costlier substitute work shall pay for the cost increases of said work in full.

- J. All submittals required under this section of the AGREEMENT shall be directed to the Bureau Chief of Project Development, Cook County Department of Transportation and Highways, by electronic mail delivery to [Tara.Orbon@cookcountyil.gov](mailto:Tara.Orbon@cookcountyil.gov).

### III. REPORTING

- A. The GRANTEE shall submit quarterly performance reports to the COUNTY no later than 30 days after the reporting period as determined by the COUNTY. The reports shall be directed to the Bureau Chief of Strategic Planning and Policy, Cook County Department of Transportation and Highways, by electronic mail delivery to [maria.chocaurban@cookcountyil.gov](mailto:maria.chocaurban@cookcountyil.gov).

- B. Quarterly performance reports shall include the following information:

1. a cover letter addressed to the Bureau Chief of Strategic Planning and Policy, which includes the name of the PROJECT and its associated section number;
2. an estimate of the percentage of Phase I engineering work completed for the PROJECT;
3. a statement indicating whether Phase I engineering work for the PROJECT is on, behind or ahead of schedule;
4. a record of Phase I engineering activities and expenditures to date and for the current reporting period;
5. a forecast of quarterly Phase I engineering activities and expenditures for the remainder of the PROJECT; and
6. any significant changes to the PROJECT schedule.

- C. The GRANTEE shall use whatever forms or documents are required for use by the COUNTY in submitting the quarterly and final performance reports.

- D. Quarterly performance reports will be used by the COUNTY to compare the rate of GRANTEE's actual expenditures to the planned amounts in the approved

PROJECT budget (EXHIBIT B) and to track Phase I engineering activities and progress against the approved milestones in the PROJECT schedule, which is incorporated into this AGREEMENT and attached hereto as EXHIBIT C.

- E. The GRANTEE shall submit a final performance report with its last request for reimbursement. The final report should describe the cumulative activities of the Phase I engineering phase of the PROJECT, including a complete description of the GRANTEE's achievements with respect to the PROJECT objectives and milestones. The COUNTY will not issue a final reimbursement until the final report is submitted.
- F. The COUNTY may at its sole discretion extend the due date of any quarterly performance report upon receiving a justified request from the GRANTEE.
- G. The GRANTEE understands and agrees that the failure to submit timely and complete performance reports will result in the delay of funds and/or the denial of future funding.

#### IV. GENERAL PROVISIONS

- A. Entire Agreement. This AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- B. Recitals. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.
- C. Project Start and Finish. The work of the GRANTEE is to commence as soon as practicable after receipt of a "Notice to Proceed" from the COUNTY. This AGREEMENT terminates upon completion of the Phase I engineering study for the PROJECT and payment by the COUNTY of the final invoice submitted by the GRANTEE, or **September 30, 2020**, whichever date is earlier. The PARTIES may agree to extend the termination date of the AGREEMENT in a letter signed by the Superintendent of the DEPARTMENT and an authorized representative of the GRANTEE.
- D. Schedule. The GRANTEE represents to the COUNTY that the Phase I engineering study for the PROJECT shall be completed within **14 months** from receipt of a "Notice to Proceed" from the COUNTY. Any requests for extension beyond the 14 months to complete the Phase I engineering study must be submitted in writing 30 days before the end of the 14 months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the COUNTY.

- E. Inactivity. This AGREEMENT and the covenants contained herein shall become null and void in the event that the Phase I engineering contract is not awarded within **one year** subsequent to the date of execution of this AGREEMENT by the PARTIES.
- F. Suspension or Termination of Agreement. The GRANTEE agrees that, if the COUNTY determines that the GRANTEE has not complied with or is not complying with, has failed to perform or is failing to perform, has not met or is not meeting significant PROJECT milestones, or is in default under any of the provisions of the AGREEMENT, whether due to failure or inability to perform or any other cause whatsoever, the COUNTY, after written notification to the GRANTEE of said non-compliance or default and failure by the GRANTEE to correct said violations within 30 calendar days, may:
1. suspend or terminate this AGREEMENT in whole or in part by written notice, and/or;
  2. demand refund of any funds disbursed to GRANTEE;
  3. deduct any refunds or repayments from any funds obligated to, but not expended by the GRANTEE, whether from this or any other project;
  4. temporarily withhold cash payments pending correction of deficiencies by the GRANTEE or more severe enforcement action by the COUNTY;
  5. disallow all or part of the cost of the activity or action not in compliance;
  6. take other remedies legally available; or
  7. take appropriate legal action.
- G. Designation of Representatives. Not later than 10 calendar days after execution of this AGREEMENT each of the PARTIES shall designate in writing a full-time representative for the carrying out of the AGREEMENT. Each of the representatives shall have authority, on behalf of the PARTIES, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other.
- H. Timely Review and Approval. Wherever in this AGREEMENT approval or review by either the COUNTY or the GRANTEE is provided for, said approval or review shall not be unreasonably delayed or withheld.

- I. Indemnification. The GRANTEE shall indemnify, defend and hold harmless the COUNTY and its commissioners, officers, directors, employees and agents, and their respective heirs, successors and assigns, from and against any and all claims, liabilities, damages, losses, and expenses, including, but not limited to, legal defense costs, attorney's fees, settlements or judgments, caused by the negligent acts, omissions or willful misconduct of the GRANTEE, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers, in connection with or arising out of the performance of this AGREEMENT.
- J. Conflicts of Interest. The GRANTEE understands and agrees that no director, officer, agent or employee of the GRANTEE may have an interest, whether directly or indirectly, in any contract or the performance of any work pertaining to this AGREEMENT; represent, either as agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or work pertaining to this AGREEMENT; and take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing his or her vote or actions. Any contract made and procured in violation of this provision is void and no funds under this AGREEMENT may be used to pay any cost under such a contract.
- K. Compliance with Laws, Rules and Regulations. The PARTIES shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this AGREEMENT.
- L. Disputes. In the event of a dispute between the COUNTY and the GRANTEE in the carrying out of the terms of this AGREEMENT, the representatives of the PARTIES shall meet and resolve the issue. In the event they cannot mutually agree on the resolution of the dispute, the decision of the Superintendent of the DEPARTMENT shall be final.
- M. Default. The failure by the COUNTY or the GRANTEE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the COUNTY or GRANTEE unless such provision is waived in writing.
- N. Governing Law and Venue. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Cook County, Illinois.

- O. Notices. Unless otherwise specified, all written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

To the COUNTY: Cook County Department of Transportation and Highways  
69 W. Washington Street, 24th Floor  
Chicago, IL 60602  
Attn: John Yonan, P.E., Superintendent  
E-mail: [john.yonan@cookcountyl.gov](mailto:john.yonan@cookcountyl.gov)

To the GRANTEE: Village of Maywood  
40 W. Madison Street  
Maywood, IL 60153  
Attn: Joshua Koonce  
E-mail: [jkoonce@maywood-il.org](mailto:jkoonce@maywood-il.org)

- P. Records Maintenance. The GRANTEE shall maintain during the term of this AGREEMENT and for a period of three years thereafter complete and adequate financial records, accounts and other records to support all PROJECT expenditures. These records and accounts shall include, but not be limited to, records providing a full description of each activity being assisted with COUNTY funds; a general ledger that supports the costs being charged to the COUNTY; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules, if applicable.
- Q. Reviews and Audits. The GRANTEE will give the COUNTY access to all books, accounts, records, reports, files, and other papers pertaining to the administration, receipt and use of COUNTY funds to necessitate any reviews or audits.
- R. Modification. This AGREEMENT may only be modified by a written instrument executed by the Superintendent of the DEPARTMENT and an authorized representative of the VILLAGE.
- S. Severability. If any term of this AGREEMENT is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

- T. Binding Successors. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- U. Force Majeure. Neither of the PARTIES shall be liable for any delay or non-performance of its obligations caused by any contingency beyond its control, including but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires and natural disasters.
- V. Conflict with Exhibits. In the event there is a conflict between the terms contained in this document and any attached exhibits, the terms included in this document shall control.
- W. Authority to Execute. The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.
- X. Counterparts. This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- Y. Section Headings. The descriptive headings used in this section are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

**IN WITNESS WHEREOF**, the PARTIES have executed this AGREEMENT on the dates indicated.

EXECUTED BY COUNTY OF COOK:

EXECUTED BY MAYWOOD:

\_\_\_\_\_  
Toni Preckwinkle  
President  
Cook County Board of Commissioners

\_\_\_\_\_  
Edwenna Perkins  
Village President

This \_\_\_\_ day of \_\_\_\_\_, 2018

This \_\_\_\_ day of \_\_\_\_\_, 2018

ATTEST: \_\_\_\_\_  
County Clerk

ATTEST: \_\_\_\_\_  
Village Clerk

(SEAL)

(SEAL)

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RECOMMENDED BY:

APPROVED AS TO FORM:  
Kimberly M. Foxx, State's Attorney

\_\_\_\_\_  
John Yonan, P.E.  
Superintendent  
County of Cook  
Department of Transportation and Highways

By: \_\_\_\_\_  
Assistant State's Attorney

# EXHIBIT A

## Location Map for 19<sup>th</sup> Avenue Improvement Project





**EXHIBIT B**

**Funding Breakdown for  
19th Avenue Improvement Project**

<b>ITEM</b>	<b>TOTAL ESTIMATED COST</b>	<b>VILLAGE SHARE</b>	<b>COUNTY SHARE</b>
Phase I Engineering	\$200,000	Balance in excess of \$200,000	Up to \$200,000

## EXHIBIT C

### Schedule for 19th Avenue Improvement Project

Engineering Agreement - Approval	December 2018
Kickoff Meeting with IDOT	January to March 2019
Field Topography	
Soil Borings	
Environmental Survey Report	
PESA	
Existing Utility Notification	
Federal Coordination Meeting	
Accident Analysis	
PLS - Alignment Drawing	
Plan and Profile Design	
Pavement Section Design	April to June 2019
Coordination Meetings with Village	
Drainage Report	
Lighting Analysis	
Pavement Section Design	
Traffic Staging/Detour Report	
Exhibits	
Draft Report	
Public Meeting	July to August 2019
IDS/Traffic Approval	
Drainage Approval	
Miscellaneous IDOT Approvals	
Final Report Concurrence	September 2019

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. R-2018-37**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF  
AN INVEST IN COOK/CONNECTING COOK COUNTY GRANT  
FOR FISCAL YEAR 2018 IN THE AMOUNT OF \$200,000 AND  
EXECUTION OF A RELATED INTERGOVERNMENTAL AGREEMENT  
WITH COOK COUNTY FORPHASE I ENGINEERING SERVICES**

**(19<sup>TH</sup> AVENUE IMPROVEMENT PROJECT: MADISON STREET TO ST. CHARLES ROAD)**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 21<sup>st</sup> day of August, 2018, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 21<sup>st</sup> day of 21<sup>st</sup> , 2018.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Perkins, Trustee(s) H. Yarbrough, I. Brandon, A. Sanchez, K. Wellington, M. Lightford and R. Rivers

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 22<sup>nd</sup> day of August, 2018.

\_\_\_\_\_  
Viola Mims, Village Clerk

[SEAL]